

**BANK GURANTEE FOR PERFORMANCE OF CONTRACT****To**

**BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)  
3<sup>RD</sup> FLOOR BMTC COMPLEX,  
K.H.ROAD, SHANTHINAGAR  
BANGALORE- 560027.  
KARNATAKA, INDIA.**

1. **WHEREAS** \_\_\_\_\_ (Name and Address of the Contractor hereinafter called the "Contractor") has undertaken for due performance of contract, in pursuance of contract No. \_\_\_\_\_ (description of the contract work of Bangalore Metro Rail Project to be specified) (hereinafter called "the Contract")

2. **AND WHEREAS** it has been stipulated in the concerned contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the "Employer" which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the contractor that the contractor shall furnish to EMPLOYER(BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the contractor, in accordance with the concerned contract.

3. **AND WHEREAS** we \_\_\_\_\_ (the name and full address of the Bank including Email address) having registered office at \_\_\_\_\_ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the contractor such a Bank Guarantee, drawn and payable at Bangalore \_\_\_\_\_ through our Bangalore \_\_\_\_\_ Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the contractor upto a total sum of \_\_\_\_\_ (amount of Guarantee to be specified in figure and words), in the respective currency i.e., INR or/and Foreign currency (indicate currency amount in figures and words) such sum being payable in the respective currencies in which the contract price is payable. Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details

Address

Telephone no: & Fax No:

E-mail Address

Branch manager name& mobile No:

Bank Zonal Office Address, Telephone No:, Fax Number,

E-mail Address

6. "This Bank Guarantee shall be encashed unless renewed by the contractor at the request of the Employer, before the due date".

7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the contractor and without referring the matter to the contractor.

8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the contractor may have incurred, to EMPLOYER(BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the contractor or change in the constitution of the issuing bank.

11. This Deed of guarantee is signed and executed by Shri \_\_\_\_\_ who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being-----.

12. The Bank's liability under this Guarantee shall not exceed the amount of INR/Foreign currency. \_\_\_\_\_ (to be specified in words and figures \_\_\_\_\_)

13. This guarantee shall be valid for (period to be specified) till \_\_\_\_\_ (Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events :

a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

or

b) Issue of written communication by the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee. .

Date

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_